

**AMENDMENT #1
To
AGREEMENT # 2019-146
FLEET AND FIRE APPARATUS SERVICE AND REPAIR**

This AMENDMENT #1 ("Amendment") to the Agreement #2019-146 **Fleet and Fire Apparatus Service and Repair** ("Original Contract") is made and entered into effective the date of the last signature below, by and between the NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, a Texas political subdivision and non-profit corporation, hereinafter referred to as "NCTCOG", and

**DICKINSON FLEET SERVICES, LLC
Attn: Jon Holmes | jholmes@dickinsonfleetservices.com
4709 West 96th Street
Indianapolis, Indiana 46268**

**With a copy to:
Cox Automotive, Inc.
Attn: Legal Department
6205 Peachtree Dunwoody Road
Atlanta, GA 30328**

hereinafter referred to as "Service Provider", (collectively, "the Parties").

WHEREAS, the Parties entered into the Original Contract on March 6, 2020; and,

WHEREAS, the Parties agree to amend the Original Contract in accordance with the terms of the Original Contract, as well as the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, NCTCOG and the Service Provider mutually covenant and agree to:

- **extend the Original Contract for one (1) additional term, which will end on February 27, 2023. This is year 1 of 3 of the optional renewals.**
- **amend the Original Contract to include the language on Attachment I incorporated herein.**
- **amend the Original Contract to include the revised pricelist as included in Attachment 2 incorporated herein.**

This Amendment binds and benefits both Parties and any successors or assigns. This document, including the Original Contract, is the entire agreement between the Parties (collectively, the "Agreement").

All other terms of the Original Contract remain unchanged and in full force and effect. All capitalized terms used herein will have the same meanings set forth in the Agreement, unless otherwise defined in this Amendment. In the event of any conflict between this Amendment and Agreement, this Amendment shall control.

This Amendment may be executed in one or more counterparts using original, scanned or facsimile signatures, each of which shall be deemed to be an original copy of this Amendment and all of which, when taken together, shall be deemed to constitute one and the same agreement.

Each party represents that it has the authority to enter into this Amendment and its authority is not inhibited by any agreement or legal proceedings.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereby execute this Amendment.

Dickinson Fleet Services, LLC

Jamie Moss 4/21/22
Signature Date
Jamie Moss
Printed Name

Sr. Regional Sales Mgr
Title

North Central Texas Council of Governments

Mike Eastland 4/25/2022
Signature Date
A4E72C1BEE0F426...
R. Michael Eastland
Executive Director

**ATTACHMENT I
ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY**

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

**PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR
EQUIPMENT CERTIFICATION**

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

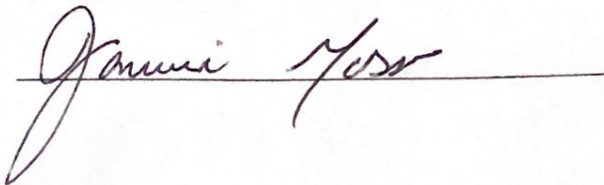
Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:



NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

Tamie Moss
Dickinson Fleet Services
4/21/22

-OR-

- ☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

**DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE
ASSOCIATIONS**

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that "discrimination against a firearm entity or firearm trade association" includes the following:

- A) means, with respect to the entity or association, to:
- I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
- B) An exception to this provision excludes the following:
- I. contracts with a sole-source provider; or
 - II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

Jamie Moss
Jamie Moss
Dickinson Fleet Services
4/21/22

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

BOYCOTTING OF CERTAIN ENERGY COMPANIES

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

Jamie Moss
Jamie Moss
Dickinson Fleet Services
4/21/22

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

ATTACHMENT 2

Pricing for SHARE

For Fleet and Fire Apparatus Service and Repair, Contractor shall quote participating SHARE Entities the number of hours and staff required for a customer implementation of the services specified by the RFP, based upon the size and needs of each SHARE Entity. Contractor's maximal hourly rates for staff and included, below.

Cost Proposal

This section will consist of Mobile On-site and Shop Labor rates, service feed and parts cost.

Mobile On-Site Services Rates and Fees

Technician A- Highest skill level technician. A technician at this level can adequately diagnose and repair complex repair items accurately and timely with little to no supervision.

- Technician A. Mobile On-Site Labor Rate: \$150 per hour

Technician B- Medium skill level technician. A technician at this level can operate independently on PM services and minor repairs yet will require supervision on complex repair items.

- Technician B. Mobile On-Site Labor Rate: \$135 per hour

Technician C- Entry level technician. A technician at this level works under close supervision of more experienced technicians in the performance of PM and repair services.

- Technician C. Mobile On-Site Labor Rates: \$115 per hour

Other costs associated with Mobile On-Site Fleet Services:

Parts

Parts cost plus 30% markup. Dickinson Fleet Services has partnerships with nearly all of the national part manufacturers and distributors due to high parts purchasing nationwide. Our high volume purchasing allows Dickinson Fleet Services to take advantage of wholesale pricing and we are able to pass that cost savings on to customers.

Travel time

No travel time will apply for Schedules Mobile On-Site Fleet Services unless Dickinson Fleet Services mobile technician must travel more than 25 miles outside of the core market where the customer is located. In those instances where travel may apply there will be agreements made on the cost prior between Dickinson Fleet Services and the customer.

Service Call Fees

No service call fee will apply for scheduled on-site fleet maintenance or repairs. Scheduled on-site services means 48 hours notice.

Unscheduled/emergency maintenance or repairs: Time and material plus 3 hours of labor cost will apply.

- EMS - \$175 per hour, service call fee \$100, fuel fee \$50

After Hours

After hours labor rate \$150 per hour. After hours is determined to be after 6pm.

Shop Services Rates and Fees

Technician A- Highest skill level technician. A technician at this level can adequately diagnose and repair complex repair items accurately and timely with little to no supervision.

- Technician A. Shop Labor Rate: \$150 per hour

Technician B- Medium skill level technician. A technician at this level can operate independently on PM services and minor repairs yet will require supervision on complex repair items.

- Technician B. Shop Labor Rate: \$135 per hour

Technician C- Entry level technician. A technician at this level works under close supervision of more experienced technicians in the performance of PM and repair services.

- Technician C. Shop Labor Rates: \$115 per hour

Other costs associated with Shop Repair Services:

Parts

Parts cost plus 30% markup. Dickinson Fleet Services has partnerships with nearly all of the national part manufacturers and distributors due to high parts purchasing nationwide. Our high volume purchasing allows Dickinson Fleet Services to take advantage of wholesale pricing and we are able to pass that cost savings on to customers.

After Hours

After hours labor rate \$150 per hour. After hours is determined to be after 6pm.

Third-Party Cost

25% pass through markup will apply when Dickinson Fleet Services must utilize third-party partnerships. The following services will require third-party utilization:

- Tow services
- Glass repair
- Paint and body
- Tire repair and replacement